



AGREEMENT

between

Office & Professional Employees
International Union
Local 537
AFL-CIO

and

UNITE – HERE LOCAL #30

May 1, 2019
to
April 30, 2022



<u>ARTICLE</u>	<u>PG</u>
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - UNION SECURITY	1
ARTICLE 3 - RIGHTS OF MANAGEMENT	2
ARTICLE 4 - WORKING HOURS AND OVERTIME	2
ARTICLE 5 - WORKING CONDITIONS	3
ARTICLE 6 - TECHNOLOGICAL CHANGES AND PROMOTIONAL OPPORTUNITIES ...	4
ARTICLE 7 – PERSONAL TIME OFF	4
ARTICLE 8 - LEAVES OF ABSENCE	5
Bereavement Leave	6
Jury Duty	7
Maternity Leave	6
Personal Leave.....	7
Service and Seniority.....	7
Sick Leave	5
Temporary Replacement	7
Union Activity Leave	6
ARTICLE 9 - HOLIDAYS	7
ARTICLE 10 - SEVERANCE PAY	8
ARTICLE 11 - SENIORITY	9
ARTICLE 12 - GRIEVANCE PROCEDURE	9
ARTICLE 13 - HEALTH AND WELFARE PLAN.....	10
ARTICLE 14 - PENSION & 401(k) PLAN	11
ARTICLE 15 - SUBCONTRACTING	11
ARTICLE 16 - CONTRACT MAINTENANCE	12
ARTICLE 17 - UNION LABEL	12
ARTICLE 18 - UNION OFFICE CARD	13
ARTICLE 19 - SAVINGS CLAUSE	13
ARTICLE 20 - NO STRIKES	13
ARTICLE 21 - DUES DEDUCTION.....	13
ARTICLE 22 - VOTE	14
ARTICLE 23 – TERM	14
EXHIBIT “A” - WAGES	15
EXHIBIT “B” - CHECKOFF AUTHORIZATION VOICE OF THE ELECTORATE (VOTE) ..	16

This Agreement, entered into, at San Diego, California, on June 17, 2019, by and between the Union of Needletrades, Industrial, and Textile Employees and Hotel Employees and Restaurant Employees International Union Local 30 (UNITE-HERE Local 30) its assigns, heirs or successors, hereinafter designated as the Employer, and the Office and Professional Employees International Union, Local #537, hereinafter designated as the Union.

WITNESSETH

In the interest of harmony, efficiency and uniformity, it is mutually agreed by and between the parties hereto as follows:

ARTICLE 1 - RECOGNITION

Section 1.1. The Employer shall recognize the Union for the purpose of collective bargaining, with respect to hours, wages and other terms and conditions of employment, as the sole and exclusive bargaining agent for all employees coming under this Agreement.

Section 1.2. The Union agrees to use every reasonable effort and means at its disposal to assist and promote the business and welfare of the Employer, and to promote and encourage harmonious relations between the Union and the Employer.

ARTICLE 2 - UNION SECURITY

Section 2.1. It shall be a condition of employment, that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall immediately after the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union.

Section 2.2. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall immediately after the thirty-first (31st) day, following the beginning of such employment become and remain members in good standing in the Union.

A. For the purpose of determining membership in good standing, it is agreed that this shall be interpreted to mean the payment of an Initiation Fee and Regular Monthly Dues, and any other fees required by the Union's By Laws.

B. Employees, who do not comply with the provisions of this Section, shall be discharged by the Employer upon request of the Union.

Section 2.3. When a position is to be filled, the Employer shall first notify the Union of the existence of such a position and provide members of the Union an equal opportunity to fill the position. The Employer retains the exclusive right to determine the competence

and qualifications of the applicants and shall be free to select the applicant the Employer chooses so long as there is no discrimination. At the time a new employee starts to work, the Employer shall immediately notify the Union, giving the name of the new employee, starting date and classification.

Section 2.4. No employee shall as a condition of employment be required to participate in any internal Union political action of their Employer, nor shall the employee be required to campaign for any individuals who are candidates for a Union office.

Section 2.5. No employee, covered by this Agreement, shall be compelled or allowed to enter into an individual contract or agreement with the Employer, varying any of the terms or conditions contained in the Agreement.

Section 2.6. There shall be no discrimination by the Union or the Employer, in hiring, promotion, severance or Union membership because of age, sex, race, creed, color, ancestry, national origin or marital status as provided in Title 7 of the Civil Rights Act of 1964, and the California Fair Employment Practices Act.

ARTICLE 3 - RIGHTS OF MANAGEMENT

Section 3.1. The right to hire, promote, transfer or discharge, to maintain efficiency of the employees and to determine work schedules are management prerogatives, except that any grievance arising out of promotion, transfer or discharge shall be adjusted through the Grievance Procedure set forth in Article 12.

Section 3.2. The Employer retains the exclusive right to determine the competence and qualifications of the applicants who are referred and shall be free to select the applicant of their choice.

Section 3.3. The Employer, upon hiring each employee, shall make known to them the duties they are expected to perform, and from whom they are to receive their instructions as to policy and procedure for the establishment.

Section 3.4. In the event of change in administration, the Employer has the sole selectivity of their Office Manager/Private Secretary. However, every effort shall be made by the Employer, to retain any employee so displaced in comparable employment.

ARTICLE 4 - WORKING HOURS AND OVERTIME

Section 4.1. The workday shall consist of a minimum of four (4) hours to a maximum of eight (8) hours exclusive of a one (1) hour lunch period, between 8:30 am to 6:00 pm. The work week maybe three (3), four (4) or five (5) days.

Section 4.2. Any work performed in excess of eight (8) hours or forty (40) hours per week will be paid at the overtime rate of one and one-half (1½) time the rate of pay.

A. Work performed on Sundays, shall be paid for at two (2) times the regular hourly rate.

B. Any time worked on holidays, hereinafter defined, shall be paid for at two (2) times the regular hourly rate.

C. For all overtime hours worked in excess of three (3) hours in any one (1) day, Monday through Friday, inclusive, double (2) time will be paid.

D. When an employee is required to work overtime beyond 6:00 pm, Monday through Friday, inclusive, the employee shall be allowed a dinner period not to exceed one (1) hour. Said dinner period shall be considered as overtime worked and be paid accordingly.

E. Employees called back, after their normal working hours have ended, shall be guaranteed a minimum of not less than two (2) hours pay, at the double (2) time rate.

F. Any work performed on Saturday, in excess of eight (8) hours will be paid at the double (2) time rate of pay.

Section 4.3. Only authorized time shall be compensated.

Section 4.4. The lunch period shall be one (1) hour each day.

Section 4.5. All employees shall receive a mid-morning and a mid-afternoon rest period of fifteen (15) minutes each.

Section 4.6. All time paid in accordance with this Agreement, shall be considered as time worked for the purpose of pension, health and welfare and seniority, with the exception of annual sick leave payoff, vacation payoff and severance pay.

ARTICLE 5 - WORKING CONDITIONS

Section 5.1. Minimum wages shall be shown in Exhibit "A" attached hereto and hereby made a part of this Agreement.

Section 5.2. Nothing shall prevent the Employer from paying higher than the minimum herein set forth.

Section 5.3. It is understood and agreed that no employee coming under the jurisdiction of Local Union 537, already in the employ of the Employer, shall suffer any reduction in wages.

Section 5.4. It is agreed that all employees shall be paid bi-weekly.

Section 5.5. It is understood and agreed that in the event of the creation of a job or type of work not herein provided for, the Employer and the Union, shall meet and negotiate the rate of compensation and other conditions of employment, not overlooking the provisions contained in Article 6.

Section 5.6. Any employee required by the Employer to work twenty-three (23) hours or less in one (1) week, shall be considered a part-time employee. Temporary and regular part-time employees working less than a full day shall be employed for not less than four (4) consecutive hours.

Section 5.7. Any employee who reports for work, at the Employer's request, and is not put to work, on a regularly scheduled day off, shall be guaranteed not less than four (4) hours pay.

Section 5.8. Any employee, who is required, by the Employer, during the course of employment to use the employee's motor vehicle or who is temporarily assigned to a work location other than the normal work location, shall be compensated for mileage at the prevailing rate allowable by the Internal Revenue Service. Mileage compensated would be the net additional mileage in excess of miles from employee's residence to employee's normal work place.

Section 5.9. Any notarial fees required of office employees, who are covered by this Agreement shall be paid by the Employer.

Section 5.10. No employee, covered by this Agreement, shall be compelled or allowed to enter into an individual contract or agreement with the Employer, varying any of the terms or conditions contained in this Agreement.

ARTICLE 6 - TECHNOLOGICAL CHANGES AND PROMOTIONAL OPPORTUNITIES

Section 6.1. An employee who is awarded a new job through the operation of this Article, shall be on a sixty (60) day probationary period for said job. By mutual agreement, the probationary period may be extended thirty (30) days. This request must be in writing at least ten (10) days prior to the end of the sixty (60) day probationary period. During the probationary period, the employee shall be returned to their former job if the employee is found, by the Employer, not to be qualified to perform the new job.

Section 6.2. It is mutually agreed that present employees shall be given first consideration for any new or changed position before any persons outside the bargaining unit are hired to fill the resultant jobs.

Section 6.3. In the event of proposed technological changes, such as the introduction of automation, the Employer agrees to discuss such changes with the Union representative before such changes are made.

ARTICLE 7 – PERSONAL TIME OFF

Section 7.1. Each employee, after having been in the employ of the Employer for a period of one (1) year, shall be entitled to Personal Time Off (PTO) as shown below. PTO is earned and accrued month by month from the date of employment. New employees shall be entitled to three (3) days of the annual entitlement after ninety (90) days of employment.

YEARS OF SERVICE	PTO
1 – 4 years	Twenty-two (22) working days
5 – 11 years	Twenty-seven (27) working days
12 or more years	Thirty-two (32) working days

Employees may cash out up to two (2) weeks of PTO once a year as long as forty (40) hours remain in the bank for usage.

Section 7.2. In the event of termination, after six (6) months of employment, the employee shall be entitled to PTO pay pro-rated.

Section 7.3. Employees shall take their earned PTO within eighteen (18) months of accrual. Employees will not be allowed to carryover accrued time past the eighteen (18) months. Therefore, they must use or be assigned time off.

Section 7.4. A regular part-time employee shall earn PTO on a pro rata basis.

Section 7.5. Employees otherwise entitled to PTO with pay can request an additional week's vacation without pay upon the approval of the Employer.

Section 7.6. PTO pay shall be computed at the employee's regular straight-hourly rate. An employee's earned vacation time shall not be used in lieu of the two (2) weeks' termination notice.

Section 7.7. In the event of resignation or discharge of an employee, all accumulated PTO credits shall be paid in full at the time of termination of employment. This shall likewise apply in the case of death in which the event the amount due shall be paid to the legally recognized beneficiary of the estate of the deceased.

Section 7.8. The Employer shall provide to each employee, on a quarterly basis, an accounting of his/her PTO credits.

ARTICLE 8 - LEAVES OF ABSENCE

Section 8.1. Sick Leave

A. On the day on which an employee becomes eligible for Workers Compensation or State Disability Insurance Benefits (SDI), sick leave payments, as provided herein, shall be withheld pending a determination as to the amount of benefits due the employee. When such determination has been made, the employee will receive an amount of sick leave payments which, together with Workers Compensation or Disability Benefit (SDI) payments, will equal the regular straight time salary. The difference in pay will continue until the total accumulated sick leave, as transformed into a money equivalent, has been paid.

B. In the event, an employee has filed an application for Worker's Compensation and is denied benefits, the earned sick leave time shall be used.

C. For sick leave of three (3) or more consecutive days the Employer may require, from the employee involved, a statement from a medical doctor certifying the disability. Proof of illness (doctor's note) shall be required when there is a pattern of sick calls.

D. The Employer shall provide to each employee, on a quarterly basis, an accounting of his/her sick leave credits.

Section 8.2. Maternity Leave

Leaves for pregnancy shall be granted in accordance with the following formula:

A. An employee may continue in employment during pregnancy provided she is able to satisfactorily and safely do so.

B. During maternity leave, an employee shall be paid all accumulated sick leave in accordance with this Article.

C. Employer agrees to abide by FMLA.

Section 8.3. Bereavement Leave

Paid bereavement leave shall be granted to all full-time employees, subject to the following limitations:

A. Employee's spouse, significant other, child or grandchild: Five (5) days.

B. Employee's parent, brother or sister: Three (3) days

C. Grandparent, spouse's parent, spouse's brother or sister, child's spouse: One (1) day.

D. Reasonable extra time off may be granted without pay.

E. Payment of bereavement leave is contingent upon employee attending the funeral or memorial service.

Section 8.4. Union Activity Leave

A. Any employee who is elected or appointed to serve the Union as a delegate to any labor activity necessitating a leave of absence shall be granted such leave, without pay, for a period of not more than ten (10) days but may be extended for a reasonable cause by mutual agreement between the Employer and the Union.

B. It is hereby agreed that no more than one (1) employee from each office shall be granted Union Activity Leave, at the same time, unless mutually agreed between the Employer and the Union.

Section 8.5. Personal Leave

The Employer shall grant leaves of absence for illness or injury for non-compensated disabilities. These leaves of absence will be without pay and shall be for a period of not more than six (6) months. Request for extended leave will be in writing, must be presented five (5) days before original return to work date and must be accompanied by medical certification. The Employer retains sole discretion in determining said leave but will not deny unreasonably. Benefits shall not accrue during these leaves of absence.

Section 8.6. Service and Seniority

The continuous service and seniority status of an employee shall not be affected or interrupted as a result of absence described and set forth in this Article.

Section 8.7. Temporary Replacement

The Employer may employ a temporary replacement for an employee on any authorized leave of absence.

Section 8.8. Jury Duty

In the event that it is necessary for the employee to serve Jury Duty, the employee shall receive up to one (1) week's pay minus any court pay received. Employees will be required to report to work during any work hours they are not required to be in court. In application of this provision, reasonable driving time will be a consideration.

ARTICLE 9 - HOLIDAYS

Section 9.1. The following days are hereby designated as Holidays:

New Year's Day	Afternoon on the day before Thanksgiving
Presidents' Day	Thanksgiving Day
Martin Luther King Jr.'s Birthday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Years' Day
Labor Day	

Choice of either the day after Thanksgiving or the day after Christmas with two (2) weeks advance notice to the Employer.

Section 9.2. Said holidays shall be granted as days off with pay, in addition to regular days off. It is further agreed that whenever such holidays fall on Sunday, they shall be observed on the following Monday. When a holiday falls on a Saturday, employees shall receive one (1) additional day's pay or shall comply with the Employer's scheduled day, or an additional day off in lieu thereof.

Section 9.3. All employees not required to work on any of the above mentioned holidays, or days observed in lieu thereof shall nevertheless be paid for such time not worked at their regular rate of pay.

Section 9.4. Holidays falling during an employee's vacation period shall entitle the employee to an additional day(s) vacation or an additional day(s) pay.

Section 9.5. A temporary employee, on the payroll of the Employer, shall be paid for a holiday after sixty (60) days of employment. Temporary employees shall receive as holiday pay the amount the employee is normally paid.

Section 9.6. A regular part-time employee shall be paid for a holiday at the regular scale if the employee has been on the payroll for sixty (60) days and if the holiday falls within the employee's time regularly employed and shall receive as holiday pay the amount normally paid.

Section 9.7. In order to be eligible for holiday pay, employees must have worked their last regularly scheduled day prior to and the first regularly scheduled day following the holiday.

ARTICLE 10 - SEVERANCE PAY

Section 10.1. Any employee of six (6) to twelve (12) months of service, who is laid off, shall be given one (1) weeks' notice in writing or one (1) weeks' pay in lieu thereof. Any employee of twelve (12) months or more service who is laid off shall be given two (2) weeks' notice in writing or two (2) week's pay in lieu thereof. This clause shall not apply when the discharge is for dishonesty or such misconduct that immediate action is necessary.

Section 10.2. In the event an employee's services are terminated, they shall receive all earned but unused vacation pay and sick leave. Sick leave pay shall not apply when discharge is for just cause.

Section 10.3. It shall be just cause for immediate discharge for any employee covered by this Agreement knowingly to divulge to any other person or to the Union any confidential matter whatsoever relating to the Employer's business unless such disclosure is made in the proper performance of the employee's duties as an employee.

Section 10.4. The Employer has the right to terminate immediately any employee if and when they get involved in Local Union politics against their Employer.

ARTICLE 11 - SENIORITY

Section 11.1. Employees shall be considered probationary for a period of four (4) months from the date of hire. The Employer may extend the probationary period for an additional sixty (60) days with notification to the Union. During which period they shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Such employees may be terminated during probationary period without any recourse whatsoever. Thereafter, seniority shall be effective as of the original date of hire.

Section 11.2. Seniority shall mean the length of continuous service with the same Employer. In laying off and rehiring, seniority shall prevail. In promotion, seniority and qualifications shall prevail.

Section 11.3. In the event of lay off resulting in the reduction of the number of employees, the employee with the least seniority shall be laid off first. Such employee, in lieu of lay off, may elect to bump provided their seniority entitles them such bumping rights, over employees with less seniority. Employees who exercise such bumping rights will retain their wage rate.

Section 11.4. Any employee who is laid off shall be recalled when work is available, in accordance with such employee's seniority status. Such employee shall be notified, in writing, of the date to report for work which shall not be less than five (5) regular workdays after such notification is given, however, nothing shall prohibit such employee from reporting to work earlier, by agreement with the Employer. Employees duly notified to report to work and who fail to report within five (5) days will forfeit seniority, recall rights and will be deemed to have terminated their employment.

Section 11.5. An employee shall lose all seniority rights in case of voluntary resignation, discharge for just cause or absence from work for a period of six (6) months due to an injury or illness. An employee on layoff shall retain their seniority status for a period of up to six (6) months otherwise employment will be deemed terminated.

Section 11.6. Seniority will not be interrupted because of Jury Duty leave.

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 12.1. For the purpose of this Agreement, a grievance is a dispute or difference of opinion between the Union and the Employer involving the meaning, interpretation, or application to employees covered by this Agreement.

Section 12.2. All grievances shall be reduced to writing. The Union shall present all grievances to the Employer on behalf of the employee or, on its own behalf. Any grievance of the Employer shall be presented directly to the Union. Any grievance of any employee or of the Union shall be processed in accordance with the grievance procedure established by this Agreement. Grievant must file the grievance within seven (7) working days after the grievant has or reasonably should have received information regarding the existence of the grievance, otherwise said grievance shall be untimely and deemed

waived. No order may be retroactive beyond seven (7) working days prior to the filing of a grievance.

Section 12.3. The Employer and the grievant mutually agree State or Federal Mediation and Conciliation Services can be utilized to effectuate resolution of disputes at no cost to the parties, prior to arbitration request.

Section 12.4. If no agreement can be reached on the grievance within ten (10) working days from the date it was first presented to the Employer, either party may within thirty (30) days submit the dispute to arbitration.

Section 12.5. The arbitrator shall be selected from an odd-numbered list on a panel to be submitted to the Federal Mediation and Conciliation Service, or the American Arbitration Association.

Names shall be stricken from the list by each party in turn, with the first strike to be determined by lot. The last name remaining shall be the mutually accepted Arbitrator. In the event one of the parties chooses not to participate under this Article, the Arbitrator shall be designated from the list by the moving party and the Arbitrator shall proceed ex parte. In either event the arbitrator shall consider the issue at the earliest convenience and render a decision within ten (10) working days following the date of the hearing. The Arbitrator's decision shall be final and binding on all parties. The cost of the Arbitrator, if any, shall be equally shared.

ARTICLE 13 - HEALTH AND WELFARE PLAN

Section 13.1. A. The Hotel Employees and Restaurant Employees Health and Pension Fund Indenture executed on January 7, 1952, and any amendments thereto, are hereby incorporated by reference and made a part of this Agreement. By signing this Agreement, the Employer agrees to be bound by all the terms and provisions of such Trust Indenture except as may be specifically amended hereby or by the authorized actions of the Trustees. Copies of any subsequent amendments adopted by the Trustees during the term of this Agreement shall be incorporated and made a part of this Agreement.

B. Employer shall pay to the Fund a lump sum based on a flat rate. It is acknowledged that changes in the Fund and/or the coverage provided may be necessary or desirable during the term of this Agreement.

C. Employer shall forward to the Trustees of the Fund (on forms approved by, and at a time and place designated by, the Trustees) a report of the names and number of regular non-overtime hours worked by all covered employees. Employer shall pay the premiums directly to the Fund.

D. Upon demand of the Fund, Employer shall submit such reasonable information, employment and payroll records as may be relevant and necessary for ascertaining the amount of money due and owing by Employer to the Fund.

E. For purposes of contributions to the Fund time paid for but not worked shall be considered as time worked.

F. Monthly premium payments to the Trustees shall be made by the twentieth (20th) day of the month following the month for which payments have been earned. If said payment is more than fifteen (15) days late, the Trustees may sue Employer for one or more of the following: An accounting, injunction, recovery of the delinquent payments, interest at the legal rate, and any other relief that may be appropriate under the circumstances. Recovery in any such action, if any, shall reflect actual damages plus interest, and no penalty in the form of "liquidated damages" shall be assessed. In any such action the prevailing party shall be entitled to recover its costs, expenses, and reasonable attorneys' fees expended in prosecuting or defending such action.

G. The parties desire that the existing level of benefits be maintained and paid by the Employer. Should current full-time employees become part-time, Employer will pay one-half (½) the healthcare cost. Individuals hired as part-time employees are not eligible for health and welfare benefits.

H. During the term of this Agreement the Fund shall be determined to be insolvent or in substantial danger of becoming insolvent as determined by an independent certified public accountant whom Employer may engage to examine the books and records of the Fund, Employer shall have the right to withdraw from membership in the Fund without the imposition of an exit fee.

I. The Union and Employer recognize that sweeping changes in the national health care system may occur during the term of this Agreement. The parties agree that health care reform legislation may make necessary the revisiting of this issue, and that the parties may renegotiate on this point. Any savings in health and welfare premiums to Employer, either through economics realized by the Fund or renegotiation based on national health care reform, will be passed along to cover Employees as the parties may agree.

Section 13.2. The Employer will continue to offer Eyecare and additional life insurance policy for all bargaining unit employees, to a maximum premium cost of thirty dollars (\$30.00) per month. If the premium should exceed the thirty dollar (\$30.00) maximum amount, the parties agree to meet to discuss the options.

ARTICLE 14 - PENSION & 401(k) PLAN

Effective July 1, 2019, the Employer will contribute four hundred and twenty dollars and forty-two cents (\$420.42) per month into the UNITE-HERE Staff Retirement Plan for all current employees. Employee must be employed with the Employer for one (1) year to be eligible.

ARTICLE 15 - SUBCONTRACTING

All work shall be performed on an hourly basis subject to the terms of this Agreement. No work shall be subcontracted for services to any non-union establishments.

ARTICLE 16 - CONTRACT MAINTENANCE

Section 16.1. The Business Representative or other authorized officer of the Union shall have the right to enter the premises of the Employer and contact employees with respect to this Agreement.

This representative shall notify the Employer prior to visiting the Employer's facility and the representative shall endeavor not to interfere with or disturb the work of the employees.

Section 16.2. A Union Steward shall be elected by the Local 537 employees or appointed by the Local 537 Business Representative.

A. The Steward shall have copies of the Local 537 By Laws, as well as the Agreement under which the office staff is working and shall report any violations of the Agreement to the Business Representative.

B. The Employer agrees that a Local 537 Steward shall:

1. Check regularly to see that all employees are current in the payment of their Union Dues.

2. Receive grievances or disputes from the employees in the office and report the same to the Local 537 Business Representative, who shall attempt to settle said disputes with the Employer, in accordance with Article 12 - Grievance Procedure.

C. The Union agrees that:

1. The Steward shall not be the office manager or a trainee.

2. The Steward shall not attempt to settle disputes for the Business Representative.

3. The Steward shall perform their duties as expeditiously and discreetly as possible.

D. Under no circumstances shall the Steward be discharged or discriminated against on account of any action taken in the proper performance of the Steward's duties.

ARTICLE 17 - UNION LABEL

The Employer agrees that all correspondence and other material leaving the Employer's office shall bear the Office and Professional Employees International Union Label. The Union Label shall be affixed as follows:

OPEIU #537 AFL CIO

ARTICLE 18 - UNION OFFICE CARD

The Employer agrees to permit the display of a Union office card, signifying that the office is staffed by members of the Office & Professional Employees International Union, Local 537, AFL-CIO, CLC and under agreement with the Union, this card is to be the property of the Union.

ARTICLE 19 - SAVINGS CLAUSE

Should any portion of this Agreement or any provision herein contained, be rendered or declared invalid, by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portions thereof and they shall remain in full force and effect.

ARTICLE 20 - NO STRIKES

During the term of this Agreement, the Union shall not authorize, engage in, sanction, assist or permit any work stoppage, interruption, slow down, strike, boycott, or any other type of economic action against the Employer or the Employer's premises, and the Union shall not place the Employer's name on any unfair list, or any similar list or device, or permit, encourage or support such placement on any unfair list or any similar list or device.

The Union agrees that a violation of this Section shall cause the Employer irreparable harm and injury and that in the event the Union or any employee covered hereby violates this Section, the Employer may obtain an appropriate temporary restraining order and/or injunctive relief in addition to any relief (including without limitation the right to compel arbitration) to which it may be entitled, without regard to whether the dispute is subject to the grievance procedure as set forth.

In no event shall this Section be deemed nor constituted a waiver by the Employer or the Union of their respective rights to compel arbitration. In the event this Section is declared, by a court of competent jurisdiction, to be unlawful or void nor without force or effect, or is interpreted by such court so as to prevent the Employer from compelling arbitration, then this Section shall be deemed deleted and such deletion shall have no force or effect on the remaining provisions of this Section or this Agreement and any such deletion shall have no effect on the Employer's rights under the law to obtain a temporary restraining order and/or injunctive relief.

In the event of a breach of this Section, the Union, its officers and representatives, shall do everything within their power to end or advert such activity.

ARTICLE 21 - DUES DEDUCTION

Section 21.1. Upon receipt of a duly authorized card, the Employer agrees to deduct or collect initiation and monthly dues of each regular employee, and to deduct or collect each month a work permit fee for all temporary employees on the payroll each month after thirty-one (31) days of employment.

Section 21.2. All money deducted or collected by the Employer shall be remitted to the Union on or before the twentieth (20th) day of the month following that in which the deductions or collections are made. The Employer shall submit to the Union a monthly record of those employees from whom deductions or collections have been made.

ARTICLE 22 - VOTE

Section 22.1. The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU "Voice of The Electorate (VOTE)" fund. Such voluntary contributions shall be forwarded to OPEIU Local 537 monthly by check payable to Voice of The Electorate or VOTE along with a listing of persons who donated such monies.

Section 22.2. A copy of the check off authorization to be used for this purpose is attached hereto as Exhibit "B."

ARTICLE 23 – TERM

This Agreement shall be in full force and effect from May 1, 2019 through April 30, 2022, and shall be renewed from year to year thereafter, if neither party to the Agreement gives sixty (60) days written notice of its intent to modify, amend, or terminate the Agreement. If such notice is given but no successor agreement is reached by April 30, 2022, the parties agree that all terms and conditions of the Agreement shall remain in full force and effect until a successor agreement is negotiated.

FOR THE EMPLOYER:
UNTIE-HERE Local 30

FOR THE UNION:
OPEIU Local 537

Brigette Browning
President

Lynnette T. Howard
Business Representative

Date

Date

LTH:mm
OPEIU 537/afl-cio,clc

EXHIBIT “A” - WAGES

It is expressly agreed that the wage scales herein provided for are minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay, increase the hours, nor shall privileges now enjoyed by the employees be eliminated as a result of this Agreement. Nor can it be construed that an employee may not obtain a salary above minimum, be granted an increase in pay before period specified, or be advanced or promoted in the service of the Employer.

Effective May 1, 2019, classifications and minimum wage rates are established as follows:

Classification	Hourly Wage Rates			
	Effective 05/01/2019	Effective 01/01/2020	Effective 01/01/2021	Effective 01/01/2022
Dues Clerk	\$18.50	\$19.17	\$19.84	\$20.51
Administrative Assistant Office Manager	\$26.43	\$27.10	\$27.77	\$28.44

Effective May 1, 2019, no wage increase.

Effective January 1, 2020, a sixty-seven (67¢) cent wage increase for all current employees.

Effective January 1, 2021 a sixty-seven (67¢) wage increase for all current employees.

Effective January 1, 2022 a sixty-seven (67¢) wage increase for all current employees.

EXHIBIT "B" - CHECKOFF AUTHORIZATION VOICE OF THE ELECTORATE (VOTE)

TO:

I hereby authorize you as my Employer to deduct from my paycheck the following amount:

_____\$.25 _____\$.50 _____\$1.00 _____other (check one),
_____Weekly _____Bi-weekly _____Monthly (check one).

This amount is to be forwarded to the OPEIU Local 537 Office for deposit with the Voice of the Electorate (VOTE) Fund. This authorization is signed voluntarily and with the understanding that Local 537 Voice of the Electorate (VOTE) Fund monies are to be used to make political contributions and expenditures in connection with Federal, State and Local elections; and that this voluntary authorization is in response to a joint fund-raising effort by Office and Professional Employees International Union and the AFL-CIO.

In the event my employer will not check-off this amount from my paycheck, I pledge to forward such amount directly to the Voice of the Electorate (VOTE) Fund.

This authorization may be revoked by me at any time by written notice to my Employer and/or Office and Professional Employees International Union Local 537, AFL-CIO as applicable.

Signature

Print or type name

Home Address

City

State

Zip

Date

Witness

MAIL TO: VOICE OF THE ELECTORATE (VOTE)
c/o OPEIU LOCAL #537
3229 E. Foothill Blvd.
Pasadena, CA 91107